

EMPLOYMENT AGREEMENT

X 1980 - 81

Between: The Central Custodians Association  
and the

Independence Township Board of Education

(Warren)

and

LIBRARY  
Institute of Management and  
Labor Relations

1981

RUTGERS UNIVERSITY

## ARTICLE I

### RECOGNITION

The Independence Township Board of Education recognizes the Central Custodians Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all full time personnel listed below:

1. Head Custodian
2. Lead Custodian
3. Custodian

Henceforth, the term "employee" shall mean all full time personnel as defined in the recognition.

## ARTICLE II

### GRIEVANCE PROCEDURE

Definition: "A grievance shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established board policy or administrative practice." However, the term "grievance" shall not apply to any matter which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action by the Board authority or limited to unilateral action by the Board alone, (c) a complaint of a non-tenure employee which arises by reason of his/her not being re-employed, or (d) a complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance. A grievance to be considered under this procedure must be initiated by the aggrieved within thirty (30) calendar days of its occurrence, or within thirty (30) calendar days of when the employee should have known of its occurrence. If the grievance is not filed within this thirty (30) day limit, the grievance is deemed waived. The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and expressed terms of this agreement.

- a. Any employee who has a grievance shall discuss it first with his principal in an attempt to resolve the matter at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee, he shall set forth his complaint in writing to the principal. The written grievance shall contain a statement as to all facts which the employee intends to rely upon in support of the grievance and the specific article of the contract which shall have been violated. The principal shall communicate his decision to the

employee in writing within ten (10) school days after receiving the written grievance.

- c. If the grievance is not settled after reaching the principal, the matter may be referred to the Custodial and Maintenance Personnel Committee for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) days.
- d. If the Custodial and Maintenance Personnel Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. The Board, or a committee thereof, shall review the grievance and, if the Board deems necessary, hold a hearing with the employee and render a decision in writing within thirty (30) days of receipt of the grievance by the Board or within thirty (30) calendar days of the hearing with the employee, whichever comes later. The decision of the Board shall become its final determination and shall be reviewable only as provided by law or pertinent to section "g" of this article.
- e. If the Custodial and Maintenance Personnel Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Administrative Principal and to the Board of Education.
- f. An employee whose grievance has been determined to be without merit by the Custodial and Maintenance Personnel Committee, shall have the right to appeal to the Board of Education.
- g. If circumstances seem to make it desirable, the Board of Education and the employee or his representatives may seek independent advice to assist them in reaching an agreement. All information previously gathered shall be made available to the advisors so obtained.

### ARTICLE III

#### SALARY

1. The base salary for employees for the 80-81 contract year shall be as follows:

Head Custodian	\$15,521.00
Lead Custodian	12,903.00
Custodian	9,468.00

2. An employee designated by the Board to do light maintenance on school buses shall be compensated at the rate of \$600.00 per contract year.

## ARTICLE IV

### SALARY PROVISIONS

- A. An employee new to Independence Township shall be initially employed for a sixty (60) day probationary period.
  - B. The initial salary for the first year of employment shall be negotiable between the Board and the employee.
  - C. A "lead custodian" as defined in Board Policy shall be compensated at a rate of \$200 added to the base salary.
  - D. Custodial longevity in the employ of the Board only, shall be rewarded at the following rate:
    - Beginning the 20th year - add \$300 to base
    - Beginning the 25th year - add \$400 to base
    - Beginning the 30th year - add \$500 to base
    - Beginning the 35th year - add \$600 to base
- All creditable service must be in Independence Township.
- E. The Board agrees to pay tuition costs for obtaining a Black Seal Boiler License and the fee for annual renewal when the employee is required to possess this type of license. Upon the acquisition of a Black Seal License, when required, the employee shall receive an additional compensation of \$500 which shall, from that time, be considered a part of the employee's base salary.
  - F. Custodial and maintenance personnel employed on a twelve (12) month contract shall be paid in twenty four (24) semi-monthly installments; the installments to be paid on the 15th and 30th day of the month. When the 15th and 30th day of the month falls on a school holiday or weekend, payment shall be made on the last previous school day.
  - G. Upon retirement from the employment of the Board, an employee who has been employed a minimum of ten (10) years in the Independence Township School District shall be compensated for unused accumulated sick days earned while an employee of the Board. Compensation shall be paid at a rate of \$5 per unused day. To qualify for this benefit, the employee shall submit written notification of the intent to retire to the Chief School Administrator for the district on or before December 1 of the school year previous to the school year of retirement.

H. The Board agrees to a minimum of two (2) hours compensatory time for boiler and building inspection on Saturday, Sunday and holidays from November 1 through March 31 of the contract year, said compensatory time to be taken at a mutually agreed upon time between the custodian and the administration within the contracted year.

## ARTICLE V

### LEAVE PROVISIONS

- A. Sick leave shall be accumulative and may be accrued at the rate of twelve (12) days per school year for employees employed on a twelve (12) month basis. Annual sick leave shall be credited to each employee on July 1 of each school year.
- B. Employees shall receive two (2) days personal leave which requires absence during school hours for personal, legal, business, household or family matters. Application for personal leave shall be made at least two (2) days before the absence, unless the leave is of an emergency nature. The applicant for such leave shall not be required to state the reason for taking such leave.
- C. Personal leave days are not to be granted immediately preceding or following an employee's vacation or holiday, unless approved by the Chief School Administrator. The applicant shall be required to submit the reason for such leave.
- D. An allowance of up to five (5) days shall be granted for death in the immediate family. Immediate family is defined as father, mother, spouse, child, brother, sister, father-in-law or mother-in-law.

## ARTICLE VI

### HOLIDAYS and VACATIONS

- A. The following shall be paid holidays for all employees:
- |                                    |                                       |
|------------------------------------|---------------------------------------|
| Fourth of July                     | Christmas Day                         |
| Labor Day                          | New Year's Eve (Beginning 12:00 noon) |
| Thanksgiving Day                   | New Year's Day                        |
| Thanksgiving Friday                | Good Friday                           |
| Christmas Eve (Beginning 1:15p.m.) | Memorial Day                          |
- B. When and if the district's schools are closed during the month of February to celebrate Washington and/or Lincoln's birthdates, employees shall not be required to work and these dates shall be considered paid holidays up to a maximum of two (2) days. In the event that schools are in session on these dates, employees shall be required to work and receive a like number of compensatory days. Such days shall be taken within the contract year and shall provide for adequate custodial coverage.
- C. Employees required to work on any of the above listed holidays shall be compensated at the rate of time and one-half, or the equivalent in compensatory time, such time to be taken within the contract year and to provide for adequate custodial coverage.
- D. The following shall be the schedule of earned vacation for full time employees:
- After completion of one (1) years employment - two (2) weeks
  - After completion of five (5) years employment- three (3) weeks
  - After completion of fifteen (15) years employment-four (4) weeks
- E. Vacation of one (1) weeks duration or more must be submitted to the Board for approval at a Board meeting at least three (3) weeks prior to the vacation.
- F. All vacation time must be taken within the school year due and shall be non-accumulative.

## ARTICLE VII

The Board and the Association agree to the following:

### A. Health Insurance

1. The Board shall provide health care insurance protection. The Board shall pay the single rate for all employees plus the cost of dependent coverage for those electing to choose dependent coverage.
2. Employees shall have the Health Benefits for New Jersey, Public and School Employees, as provided by Hospital Service Plan of New Jersey, Medical Surgical Plan of New Jersey and the Prudential Insurance Company or its equivalent.
3. Provisions and descriptions of the health care program shall be provided to each employee. This shall include the conditions and limits of coverage.

### B. Income Protection

1. The Board shall provide income protection.
2. The Board shall pay premium costs to a maximum of \$100 per employee.

### C. Prepaid Prescription Program

1. The Board shall provide a prepaid prescription program. The Board shall pay the single rate for all employees plus the cost of appropriate dependent coverage for those electing to choose dependent coverage.
2. Employees shall have the prescription program as provided by the Blue Cross of New Jersey.
3. Provisions and descriptions of the program shall be provided to each employee. This shall include the conditions and limits of coverage.

## ARTICLE VIII

### BOARD'S RIGHTS

The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote and direct employees covered by this agreement, or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this agreement.

DURATION OF AGREEMENT

This Agreement shall become effective as of the 1st day of July 1980, and shall continue in effect until the 30th day of June 1981.

This Agreement constitutes the entire understanding of the parties and shall not be modified during its term except by mutual consent of the parties thereto and said modifications shall be in writing and attached hereto and made part hereof.

Neither party is under any obligation during the term of this Agreement to negotiate as to any items covered by this Agreement, any items proposed during the negotiations and any ~~items~~ which could have been proposed during the negotiations.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its seal placed thereon.

CENTRAL CUSTODIANS ASSOCIATION

INDEPENDENCE TOWNSHIP BOARD OF EDUCATION

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date